

Non-Confidential Data Security Agreement

This Non-Confidential Data Reporting Security Agreement ("Agreement") is made as of _____, 200__ between the Division of Health Care Finance and Policy ("DHC FP") and

Data Reporter Entity Name (please print) Type of Entity ("Data Reporter").

This Agreement describes the terms and conditions by which the Data Reporter will submit data through the DHC FP website www.mass.gov/dhcfp. This Agreement does not cover submission of individual patient-level data subject to state and federal privacy laws.

SECTION 1: DEFINITIONS

In this Agreement, the following terms have the following meanings:

Data Reporter. Entities required by regulation to report information to the DHC FP.

DHC FP. The Division of Health Care Finance and Policy

DHC FP-INET. The DHC FP Internet website that collects information from Data Reporters and allows Users to download reports related to the information submitted.

Non-Confidential Data Reporting Security Agreement. Pages one and two of this form, which must be completed, signed by an authorized signatory of the Data Reporter, and submitted to the DHC FP.

User. A person authorized by the Data Reporter to submit data to DHC FP through *DHC FP-INET* that has executed a *DHC FP-INET* User Agreement and to which the DHC FP has granted access to *DHC FP-INET*. A User may be a Data Reporter employee or contractor, or an employee of a Data Reporter contractor or intermediary.

User Agreement. Attachment A to the Non-Confidential Data Reporting Security Agreement. The User Agreement (Attachment A), must be executed by a User, contain, at a minimum, the provisions in the User Agreement (Attachment A) and submit a copy to the DHC FP.

SECTION 2: RESPONSIBILITIES OF THE PARTIES

The parties agree as follows:

The Data Reporter will use *DHC FP-INET* to submit data to the DHC FP. The Data Reporter will require each User to execute a User Agreement (Attachment A) and will send a copy of the executed User Agreement (Attachment A) to the DHC FP along with the original copy of the Non-Confidential Data Security Agreement.. The Data Reporter will retain a copy of the Non-Confidential Data Security Agreement and the original User Agreement (Attachment A).

The Data Reporter will authorize access to at least two Users. The Data Reporter will authorize access only to persons that need to submit required data. The Data Reporter will institute appropriate password controls for each User and will ensure that each User accesses *DHC FP-INET* using only his or her own user ID and password and will not share this information with any other person. The Data Reporter will immediately notify DHC FP when a User is no longer authorized to access *DHC FP-INET* due to resignation, termination, or breach of a term of this Agreement or the User Agreement.

The DHC FP will give access to *DHC FP-INET* to each User with an acceptable executed User Agreement.

The Data Reporter will retain a copy of any data submitted via *DHC FP-INET* sufficient to enable it to resubmit if the original submission is lost or destroyed before it is processed by the DHC FP.

The Data Reporter is solely responsible for the preservation, privacy, and security of data in its possession, including data in transmissions received from the DHC FP. Use of an intermediary shall not relieve the Data Reporter of any risks or obligations assumed by it under this Agreement, or under applicable law and regulations. The Data Reporter agrees:

- (a) not to copy, disclose, publish, distribute or alter any data, data transmission, or the control structure applied to transmissions, or use them for any purpose other than the purpose for which the Data Reporter was specifically given access and authorization by the DHC FP.

Non-Confidential Data Security Agreement

(b) not to obtain access to any data, transmission, or the DHCFP's systems by any means or for any purpose other than as the Division has expressly authorized the Data Reporter; and

(c) if the Data Reporter receives data not intended for receipt by the Data Reporter, the Data Reporter will immediately notify the DHCFP to arrange for its return or resubmission as the DHCFP directs. After such return or resubmission, the Data Reporter will immediately delete all copies of such data remaining in its possession.

Each party will take reasonable steps to ensure that the information submitted in each electronic transmission is timely, complete, accurate and secure, and will take reasonable precautions to prevent unauthorized access to (a) its own and the other party's transmission and processing systems, (b) the transmissions themselves, and (c) the control structure applied to transmissions between them.

Each party agrees to notify the other party immediately if an employee or agent, including any User, has breached the Agreement or any provision of this Agreement. Such notification will include the identity of such individuals and the nature of the breach. The DHCFP shall have the right, at its own expense and after reasonable notice, to conduct an audit of Data Reporter during normal working hours to determine if Data Reporter is in compliance with the terms of this Agreement. The DHCFP may terminate this Agreement, and the Data Reporter's access to *DHCFP-INET*, at any time if it determines that the Data Reporter is not in compliance with the terms of this Agreement.

Each party is responsible for all costs, charges, or fees it may incur by transmitting electronic transmissions to, or receiving electronic transmissions from, the other party. Each party will provide and maintain at its own expense the personnel, equipment, software, training, services and testing necessary to implement the requirements of this Agreement.

Each party shall regularly run anti-virus software to prevent the input or uploading of any viruses or other code capable of disrupting or disabling computer hardware or software.

This Agreement will expire when the Data Reporter no longer submits to or receives data from *DHCFP-INET*, or upon termination by the DHCFP. Termination of this Agreement will not relieve the Data Reporter of its obligations under this Agreement with respect to DCHFP data received by the Data Reporter before the effective date of the termination.

Data Reporter Authorized Signature

Printed Name of Signer

Title of Signer

Telephone Number

E-mail Address

Address

City, Zip Code